

REMARKS

The following remarks are submitted in response to the Office Action communication dated April 20, 2009, wherein the shortened statutory period for response expires on July 20, 2009. Accordingly, this response is considered timely filed.

Upon receipt of the aforementioned Office Action, Applicants' claims 1, 3-6, 8-11 and 13-17 were pending in the subject application. Claims 1, 3-6, 8-11 and 13-17 currently stand rejected under the statutory provisions of 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claims 1, 3, 5-6, 8-11, 13 and 15-17 currently stand rejected under the statutory provisions of 35 U.S.C. §103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0065752 (hereinafter "Lewis"). Claims 4 and 14 currently stand rejected under the statutory provisions of 35 U.S.C. §103(a) as being unpatentable over Lewis in view of U.S. Patent Application Publication No. 2001/0051909 (hereinafter "Keith").

In view of the foregoing, Applicants submit the following remarks wherein the Examiner's rejections are respectfully traversed.

Rejection of Claims under 35 U.S.C. § 112, 2nd

Claims 1, 3-6, 8-11 and 13-17 currently stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. More specifically, in asserting this rejection, the Examiner alleges that the term "protocol", used in Applicants' claims to exclude "formatting of data", is indefinite because the specification does not clearly redefine the term as it is understood by those skilled in the art (*the Examiner suggesting that the term "protocol" as it is understood by those skilled in the art does not exclude the formatting of data*).

In response, Applicants respectfully submit that the term "protocol", as recited in the claims, is not indefinite and that any alleged ambiguity with said term is quickly distinguished upon a proper and careful reading of the detailed specification, wherein the meaning of the disputed term can be easily ascertained. Applicants further submit that the term "protocol", as described in the detailed specification and recited in the claims, is consistent in all respects with the meaning of the term as it is understood by those skilled in the art.

On page 3 of Applicants' originally filed specification, the term "trading protocol" is defined as "the set of rules to enable computers to exchange trading information." The sentence that immediately follows also recites that "a trading platform 110 can communicate in any protocol understood by the Trade Exchange interface 150." Additionally, conversational flows utilizing various transmission acknowledgements between endpoints, which are commonly associated with a communication protocol, are also described in detail throughout Applicants' originally filed specification. In view of the aforementioned disclosures, one with ordinary skill in the relevant art would unequivocally interpret the term "protocol" to be analogous to a communications protocol. This interpretation is consistent with Applicants' claim limitation of "a trading protocol being a set of rules governing how computers of trading platforms communicate and transfer data", which is also consistent with the following accepted definitions of the term:

"[A] standard way of carrying out data transmission between computers." *Barron's Dictionary of Computer and Internet Terms*. 8th ed. 2003.

"In computing, a protocol is a set of rules which is used by computers to communicate with each other across a network. A protocol is a convention or standard that controls or enables the connection, communication, and data transfer between computing endpoints." *Protocol (computing)*, [http://en.wikipedia.org/w/index.php?title=Protocol_\(computing\)&oldid=301335605](http://en.wikipedia.org/w/index.php?title=Protocol_(computing)&oldid=301335605) (last visited July 15, 2009).

"In information technology, a protocol . . . is the special set of rules that end points in a telecommunication connection use when they communicate." *Protocol (Networking Definitions)*, http://searchnetworking.techtarget.com/sDefinition/0,,sid7_gci212839,00.html (last visited July 15, 2009).

In view of the foregoing remarks, Applicants respectfully request that the rejection under 35 U.S.C. §112, second paragraph, be withdrawn.

Rejection of Claims under 35 U.S.C. § 103(a)

In rejecting original claims 1, 11 and 17, the Examiner asserts that all of the limitations recited in these independent claims are rendered obvious by the teachings of Lewis. *Office Action*, Page 3. Claims 1, 11 and 17 recite, respectively, a system, method and program storage

device for offering a financial instrument across a plurality of different types of trading platforms, at least two of the trading platforms employing different trading protocols for the exchange of trading information.

Pursuant to MPEP § 2142, to establish a *prima facie* case of obviousness, and thus sustain the rejection of a claim under 35 U.S.C. § 103(a), there must be a clear articulation of the reasons why Applicants' claimed invention would have been obvious. *KSR International Co. v. Teleflex Inc.*, 550 U.S. 398 (2007). The Supreme Court in *KSR* has further noted that an analysis supporting a rejection under 35 U.S.C. § 103(a) should be made explicit. Therefore, it is clear that an obviousness rejection "cannot be sustained with mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *In re Kahn*, 441 F.3d 977 (Fed. Cir. 2006). Moreover, "[t]o support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." MPEP § 706.02(j).

In the present Office Action, the Examiner suggests that the proprietary transactions generated by source systems and the standardization of those transactions as made available to corresponding servers, as illustrated in Fig. 16 of Lewis, speaks to the limitation of "*trading platforms employing different trading protocols for exchanging trading information*", as provided in Applicants' claimed invention. *Office Action, Page 4*. More specifically, the Examiner is asserting that the source systems use a "proprietary transaction protocol" and the servers use a "standardized transaction protocol," thereby teaching Applicants' claim limitation of employing different trading protocols for exchanging trading information.

Despite the new grounds for rejection, Applicants maintain that Lewis fails to provide for a system configured to exchange trading information between at least two trading platforms employing different communication protocols. Applicants submit that Lewis merely describes a system for standardizing data records originating from various source systems and making the same accessible to one or more servers. There is no teaching or suggestion that the source systems referenced in Fig. 16 of Lewis employ different communication protocols, let alone the use of a "proprietary transaction protocol" and a "standardized transaction protocol," as suggested by the Examiner. In fact, except for the limitations provided for in claims 1, 2 and 17,

Lewis does not make reference to any type of communication protocol anywhere in its specification. As presented in Applicants' previously filed Office Action response, the limitations presented in these claims disclose that a common communication protocol is used. This disclosure alone teaches away from the foregoing assertion.

Applicants also submit that Keith fails to correct the deficiencies presented in this paper in connection with Lewis. Since the Examiner has not yielded any clear articulation as to the application of Keith with respect to the limitations presented in Applicants' independent claims, particularly the limitation identified above as lacking from the teachings of Lewis, Applicants respectfully submits that these deficiencies apply with equal force to the rejection of dependent claims 4 and 14.

In view of the foregoing remarks, independent claim 1, claims 3-6 and 8-10 which depend therefrom, independent claim 11, claims 13-16 which depend therefrom, and independent claim 17 are not rendered obvious by the teachings of Lewis. Accordingly, Applicants respectfully request that the rejection of these claims under 35 U.S.C. § 103(a) be withdrawn.

Conclusion

For at least the reasons set forth above, this patent application, as amended, is now in condition for allowance. Reconsideration and prompt allowance of this patent application are respectfully requested.

If it will advance the prosecution of this patent application, the Examiner is urged to telephone (973.597.6326) Applicants' undersigned representative. All written communications should continue to be sent to the address provided below.

Respectfully submitted,

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